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AGREEMENT BETWEEN  
SALVATORE NASCA  
PROTESTANT and  
MNM, Inc., t/a NITE CAP CAFE

SALVATORE NASCA (the "PROTESTANT") has protested the pending application of MNM, Inc (hereafter referred to as NITE CAP CAFE at 1428 L Street, N.W.) for renewal of its Class C-T alcoholic beverage license. The PROTESTANT and NIT CAP CAFE agree this 1st day of July, 1995 as follows:

Whereas, the PROTESTANT is an individual residing in the vicinity of the NITE CAP CAFE, and the PROTESTANT seeks to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and NITE CAP CAFE seeks to assist the PROTESTANT in accomplishing these objectives by cooperative efforts;

Whereas, the NITE CAP CAFE is one of several commercial establishments operating within the commercial-zoned district located on L Street, NW;

Whereas, the PROTESTANT understands that NITE CAP CAFE seeks to operate a successful business in cooperation with residents and owners of other business in the neighborhood, and shares with the PROTESTANT the objectives stated above;

Whereas, the PROTESTANT having entered into this AGREEMENT, to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANT and NITE CAP CAFE, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishment is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas, given the desire and the understanding that the NITE CAP CAFE wishes to work with the PROTESTANT and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment near a residential neighborhood; and

Whereas, the PROTESTANT seeks to encourage the economic growth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANT in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

*of Salvatore Nasca*

1. NITE CAP CAFE will remove any interior coin operated phones which are within 25 feet of the entrance of the establishment, and to protest, both in writing and in person (in accordance with Public Service Commission regulations and guidelines), the application for the installation of any additional pay phones within 50 yards of the exterior of the establishment.

2. NITE CAP CAFE will require all managers and employees to promptly report to the police and/or other proper authorities any suspected or known illegal activities taking place on or near the premises. Managers and employees will document all calls to police and/or other authorities in order for NITE CAP CAFE management to comply with paragraph 3 of this agreement. Additionally, NIGHT CAP CAFE will make copies of this log available to citizens upon request.

3. NITE CAP CAFE management will follow-up with the police and/or other proper authorities on any investigations regarding the incidents reported in paragraph 2 above in order to take preventive actions and measures which will discourage the reported activity from being conducted on or near the premises in the future.

4. NITE CAP CAFE will take all legal measures necessary to make the establishment unattractive to persons whose primary purpose for being in the area is to facilitate illegal activities.

5. NITE CAP CAFE will clearly post "opening" and "closing" hours, and operate in accordance with the posted hours.

6. NITE CAP CAFE will keep on the premises in an accessible location a current copy of the District of Columbia Department of Consumer & Regulatory Affairs' Alcoholic Beverage Control Regulations and require all employees to be familiar with the Regulations.

7. NITE CAP CAFE will require all bartenders, or others who serve alcoholic beverages, to have managers licenses and be certified as food servers when the owner/manager is not on the premises. *See attach of health Department A. Alston 727-7258 or 877.*

8. NITE CAP CAFE will take all legal steps necessary to discourage loitering in or near the premises.

9. NITE CAP CAFE will comply with all Alcoholic Beverage Regulations, including those addressing service to minors.

10. This agreement shall take effect immediately, upon which PROTESTANT withdraws his protest to the renewal of the Class C-T liquor license, and shall be binding for any subsequent renewal period.

By: Michele N. Mitchell Date: July 1, 1995  
Michele Norene Mitchell  
Nite Cap Cafe

FOR THE PROTESTANT

By: Salvatore Nasca  
Salvatore Nasca  
Jim Brandon  
ANE 2F  
Jim Brandon, Chairman